

DOMINICA C. ANDERSON (SBN 2988)  
RYAN A. LOOSVELT (SBN 8550)  
BRIAN A. NEIGHBARGER (SBN 11225)  
**DUANE MORRIS LLP**  
100 North City Parkway, Suite 1560  
Las Vegas, NV 89106  
Telephone: 702.868.2600  
Facsimile: 702.385.6862  
E-Mail: dcanderson@duanemorris.com  
rloosvelt@duanemorris.com  
baneighbarger@duanemorris.com

*Attorneys for Defendant U.S. BANK, N.A.*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

RENEE ANDROSIAN DIGGS,

Plaintiff,

vs.

U.S. BANK N.A., a National Association,  
NATIONAL DEFAULT SERVICING  
CORPORATION, a foreign corporation  
authorized to conduct business in Nevada,  
DOES I through XX and ROE  
CORPORATIONS I through XX;

Defendants.

Case No.: 2:12-CV-00762-MMD-RJJ

**STIPULATION AND ORDER TO  
DISMISS**

It is hereby stipulated and agreed, by and between plaintiff Renee Androsian Diggs (“Diggs”), and defendants U.S. Bank National Association (“U.S. Bank”) and National Default Servicing Corporation, through their respective counsel of record, that the parties have resolved and settled this action according to the terms set forth below.

The parties agree that plaintiff Renee Androsian Diggs will vacate the property that is the subject of this action, located at 4020 West Conn Avenue, in Las Vegas, Nevada 89141, by no later than 12:01 a.m. on Monday, October 1, 2012. U.S. Bank further waives any right to seek any deficiency from plaintiff Diggs on the subject promissory note. The parties further stipulate and agree that U.S. Bank, at its sole option, may bring an eviction action in state court in reliance upon this stipulation and agreement seeking to remove Diggs. If such action is filed, Diggs agrees she will not contest it, but will allow judgment to be entered against her with execution stayed until

October 1, 2012.

In consideration of the above terms, including the agreed upon move-out date and waiver of deficiency claim, Diggs hereby agrees that the above-entitled matter shall be dismissed in its entirety with prejudice as against U.S. Bank National Association and National Default Servicing Corporation, each party to bear its own fees and costs.

Date: August 15, 2012

Date: August 15, 2012

By: /s/ Charles J. Lybarger  
Charles J. Lybarger

By: Brian A. Neighbarger  
Dominica C. Anderson (SBN 2988)  
Brian A. Neighbarger (SBN 11225)

*Attorney for Plaintiff*

*Attorneys for Defendant U.S. BANK, N.A.*

Date: August 15, 2012

By: Kevin S. Soderstrom  
Gregory L. Wilde  
Kevin S. Soderstrom

*Attorneys for National Default Servicing Corp.*

### **ORDER**

The parties having stipulated and agreeing to the terms above, it is hereby ordered that this matter proceeding in the United States District Court for the District of Nevada as case number 2:12-CV-00762, is dismissed in its entirety with prejudice as to U.S. Bank National Association and National Default Servicing Corporation, with each party to bear its own fees and costs.

IT IS SO ORDERED.

DATED: August 15<sup>th</sup>, 2012

  
UNITED STATES DISTRICT COURT JUDGE

Submitted by:  
DUANE MORRIS LLP

By: Brian A. Neighbarger  
Brian A. Neighbarger (SBN 11225)  
*Attorneys for Defendant U.S. BANK, N.A.*